

IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT  
ROGERS COUNTY OKLAHOMA

FEB 29 2012

CANDI CZAPANSKY, COURT CLERK

DEPUTY

FCI LTD., d/b/a Finished Castings, Inc., )  
an Oklahoma corporation, and Berrylium )  
Enterprises, an Oklahoma corporation, )

Plaintiffs, )

vs. )

Case No. CJ-2012-128

The Traveler's Indemnity Company )  
of America, a domestic company, )

Defendant. )

PETITION

Come now the Plaintiffs FCI, LTD, d/b/a Finished Castings, Inc. (FCI), an Oklahoma corporation and Berrylium Enterprises (Berrylium), an Oklahoma corporation, and for their claims against the Defendant The Traveler's Indemnity Company of America (Traveler's), do hereby state and allege as follows:

1. The Plaintiffs are Oklahoma corporations with their principal places of business in Rogers County, State of Oklahoma.
2. The Defendant is a domestic corporation with its principal place of business in Hartford, Connecticut.
3. That the events giving rise to the claims alleged herein occurred in Rogers County, Oklahoma.
4. That upon service of process against the Defendant, this Court will have venue and jurisdiction over the parties and subject matter of this action.

EXHIBIT

IMAGED

**FIRST CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**

5. On the 13<sup>th</sup> day of February, 2009, the Defendant issued to the Plaintiffs a commercial general liability policy of insurance by way of a renewal certificate. The policy included certain forms, schedules and endorsement for various lines of business.

6. On April 29, 2009, the Plaintiffs suffered a fire at their business location north of Claremore in a commercial industrial area with the address of 18905 S. 4150 Road in Claremore, Oklahoma.

7. The fire was believed to be electrical in nature caused by an electric fan in a bathroom. The fire virtually destroyed the entire structure and either destroyed or ruined the entire contents of a building insured in the above policy.

8. Either the day of the fire, or the next day, the Plaintiffs contacted their insurance agent Tedford Insurance Company in Jenks, Oklahoma, to report the loss and to start the process of filing a claim.

9. Traveler's accepted the claim and representatives of the Plaintiffs met with claims adjusters for Travelers on multiple occasions to discuss the claim and all matters associated with filing the claim, submitting paperwork for the claim, processing the claim and receiving payments on the claim.

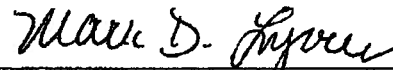
10. Ultimately, Travelers paid various parts of the claim for the loss but have failed and refused to fully pay the entirety of the claim. In failing to pay all benefits for which the

Plaintiff are entitled under their policy of insurance with the Defendant, it has breached its contract of insurance with the Plaintiffs.

11. As a direct result of the breach of contract, the Plaintiffs have incurred damages in excess of \$10,000.00 for which they seek judgment against the Defendant.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs pray they be granted judgment against the Defendant for actual damages in excess of \$10,000.00 for breach of contract. The Plaintiffs also request that they be paid attorney fees, costs of the action and all other relief to which they may be entitled.

Respectfully submitted,



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**ATTORNEY FOR THE PLAINTIFF**

**ATTORNEY'S LIEN CLAIMED.**